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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/27/2016 03:20 PM Pg: 1 of 27

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:  
Illinois Housing Development Authority  
401 North Michigan Avenue, Suite 700  
Chicago, Illinois 60611  
Attn: Gina Llanas

Property Address:  
2040 West Jackson Boulevard  
Chicago, Illinois 60612

Property Identification No(s):  
See Exhibit A

GIT 40019309 4/12

**LOW INCOME HOUSING TAX CREDIT EXTENDED USE AGREEMENT**

**Project Summary**

Project Owner: Damen Court Preservation, L.P  
Project Owner's Address: 325 North Wells, 8<sup>th</sup> Floor, Chicago, Illinois 60654  
Project Name: Damen Court Apartments  
Project Address: 2040 West Jackson Boulevard, Chicago, Illinois 60612  
IHDA Project Application No.: 11170  
Project Unit Count: 145/150 (Number of Low Income Units/ Total Number of Units in the Project)  
Minimum Low Income Set-Aside Election: At least 40% of the units in the Project must be occupied by Tenants at or below 60% of Area Median Gross Income and Rent-Restricted in accordance with such income level.  
Minimum Applicable Fraction for Project: At least 96.67 %

**THIS LOW INCOME HOUSING TAX CREDIT EXTENDED USE AGREEMENT** (this "Agreement") is entered into on the 1st day of April, 2016, by and between **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, ILCS 3805/1 *et seq.*, as amended from time to time (the "Act") with its principal offices located at 401 North Michigan Avenue, Suite 700, Chicago, Illinois 60611, and **DAMEN COURT PRESERVATION, L.P.**, (the "Owner"), an Illinois limited partnership with its principal offices located at 325 North Wells, 8<sup>th</sup> Floor, Chicago, Illinois 60654.

**RECITALS**

(1) The Owner is the holder of legal title to certain real property upon which a qualified low-income housing development is erected, or to be erected, with the common address set forth above in the Project Summary, and legally described on **Exhibit A** attached hereto.

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*2702*

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(2) The Authority has been designated by Section 7.24g of the Act as the housing credit agency for the State of Illinois for the allocation of low-income housing tax credit authority (“Tax Credit Authority”) pursuant to Section 42 of the Code (as hereinafter defined).

(3) The Owner has applied to the Authority for an allocation of Tax Credits in connection with the Project, and has represented to the Authority in its Application (as hereinafter defined) that it will lease at least the minimum percentage of Units (as hereinafter defined) and residential floor space in the Project to Qualifying Tenants (as hereinafter defined) such that the Minimum Applicable Fraction for the Project shall be as set forth above in the Project Summary.

(4) As a condition precedent to the allocation of Tax Credit Authority, the Owner must enter into an extended low income housing commitment, as provided in Section 42 of the Code, to be recorded in the Office of the Recorder of Deeds in the county in which the Project is located in order to create certain covenants running with the land for the purpose of enforcing the requirements of Section 42 of the Code by regulating and restricting the use, occupancy and transfer of the Project.

(5) The Owner under this Agreement, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Project shall be and are covenants running with the Project land for the Compliance Period and Extended Use Period (as hereinafter defined), are binding upon all subsequent owners and operators of the Project during such Compliance Period and Extended Use Period, and are not merely personal covenants of the Owner, such that this Agreement shall be, and shall satisfy all requirements applicable to, an extended low income housing commitment for purposes of Section 42 of the Code.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the Owner and the Authority agree as follows:

## A. Definitions.

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the following meanings:

“Agreement” means this Low Income Housing Tax Credit Extended Use Agreement between the Authority and the Owner.

“Applicable Fraction” means the smaller of the Unit Fraction (as hereinafter defined) or the Floor Space Fraction (as hereinafter defined), all calculated in accordance with Section 42(c)(1) of the Code.

“Application” means the application the Owner submitted to the Authority in connection with the reservation, carryover allocation or allocation of Tax Credit Authority.

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“Area Median Gross Income” means the median gross income of the area in which the Project is located as determined by the Secretary (as hereinafter defined) for purposes of Section 42 of the Code, including adjustments for family size.

“Assumption Agreement” means that certain agreement defined in Section F of this Agreement.

“Authority” means the Illinois Housing Development Authority and its successor.

“Code” means the Internal Revenue Code of 1986, as amended, and where appropriate, Regulations and revenue rulings promulgated pursuant thereto.

“Compliance Period” (notwithstanding Section 42(i)(1) of the Code) means the period of 15 consecutive taxable years beginning with the first taxable year of the Credit Period, unless otherwise indicated herein or unless terminated earlier in accordance with Section D hereof.

“Credit Period” means, with respect to any building in the Project, the period of ten taxable years beginning with the taxable year in which such building is placed in service or (at the election of the Owner) the following taxable year.

“Extended Use Period” means the period beginning with the first day of the Compliance Period and ending on the date which is 15 years after the end of the Compliance Period, unless otherwise indicated herein or unless terminated earlier in accordance with Section D hereof.

“Extremely Low Income” means a household income that falls at or below 30% of the median income for the area in which a Project is located.

“Floor Space Fraction” means the fraction, the numerator of which is the total floor space of the Low Income Units in a building and the denominator of which is the total floor space of the Units in such building.

“Gross Rent” means all amounts paid by a Tenant for rent, determined in a manner consistent with Section 42(g)(2) of the Code. If the Tenant pays utilities directly, Gross Rent shall include any utility allowance prescribed by the Secretary.

“Income” means the income of a tenant in the Project determined in a manner consistent with the requirements of Section 142(d)(2)(B) of the Code.

“Low Income” means, with respect to any tenant in the Project, an income level not exceeding 50% or 60% of Area Median Gross Income, as applicable to the Project pursuant to the Minimum Low Income Set-Aside Election set forth above in the Project Summary, or, in context, such alternative income level as may be set forth herein.

“Low Income Unit” means a Unit in the Project that is occupied by (or, pursuant to the Code, treated as occupied by) a Qualifying Tenant, is Rent-Restricted and meets the other requirements of Section 42 of the Code, in particular, Section 42(i)(3).

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“Minimum Applicable Fraction” means the proportion of the Project, measured by calculation of the Applicable Fraction in accordance with Section 42 of the Code, which is required to be occupied by Qualified Tenants, as set forth above in the Project Summary.

“Minimum Low Income Set-Aside Election” means the minimum number of Units in the Project required to be Low Income Units for purposes of determining the income level for Qualifying Tenants, which Minimum Low Income Set-Aside Election for this Project is 20% or 40% of the Units, as set forth above in the Project Summary.

“Occupancy Restrictions” means those restrictions set forth in Section C(1) of this Agreement.

“Project” means the residential rental housing project identified above in the Project Summary.

“Qualified Low Income Housing Project” means a residential rental project meeting the requirements of Section 42 of the Code.

“Qualifying Tenants” means individuals or families whose income is less than or equal to the percentage of Area Median Gross Income (including adjustments for family size), as applicable to the Project pursuant to the Minimum Low Income Set-Aside Election set forth above in the Project Summary, as determined in accordance with Section 42. Individuals or families meeting this requirement shall be referred to herein as “Qualifying Tenants”. For so long as a tenant, which had been determined to be a Qualifying Tenant, occupies the particular Unit, the tenant will remain a Qualifying Tenant if the tenant's income, upon the most recent income certification, does not exceed 140% of the applicable Low Income limit.

“Regulations” means those regulations promulgated pursuant to the Code.

“Rent-Restricted” means, with respect to any Unit, that the Gross Rent with respect to such Unit is not more than 30% of the imputed income limitation applicable to such Unit pursuant to Section 42(g)(2)(C) of the Code, as modified herein, if applicable.

“Secretary” means the Secretary of the Treasury of the United States.

“Section 42” means Section 42 of the Code, including, where appropriate, Regulations and revenue rulings promulgated pursuant thereto.

“Service” means the United States Internal Revenue Service and any successor thereto.

“Supportive Housing” means housing that helps people live stable, successful lives through a combination of affordable, permanent housing and supportive services, appropriate to the needs and preferences of residents, either onsite or closely integrated with the housing. Supportive housing serves individuals and families who are homeless, at risk of homelessness, and/or have disabilities, and who require access to supportive services in order to maintain housing.

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“Tax Credits” means the low income housing tax credits for which owners of a Qualified Low Income Housing Project may qualify pursuant to Section 42 of the Code.

“Tax Credit Authority” means the maximum amount of Tax Credits which, pursuant to an allocation by the Authority under Section 42(h)(1) of the Code or by virtue of the qualification under Section 42 (h)(4) of the Code, may be received by the owner of a Qualified Low Income Housing Project in any one year.

“Term” shall have the meaning set forth in Section D of this Agreement.

“Unit” means any residential rental unit in the Project consisting of an accommodation containing separate and complete facilities for living, sleeping, eating, cooking, and sanitation; provided, however, that single room occupancy units used on a nontransient basis may be treated as Units.

“Unit Fraction” means the fraction, the numerator of which is the total number of Low Income Units in a building and the denominator of which is the total number of Units in such building.

## **B. Representations, Warranties and Covenants of the Owner.**

The Owner hereby makes the following representations and warranties to induce the Authority to enter into this Agreement:

(1) The Owner (i) is duly organized and validly existing under the laws of the state in which it was formed, and is qualified to transact business under the laws of the State of Illinois; (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted (and as now contemplated by this Agreement); and (iii) has the full legal right, power and authority to execute and deliver this Agreement and to perform all the undertakings of the Owner hereunder.

(2) The execution and performance of this Agreement by the Owner (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulation, or any order of any court or other agency or governmental body; (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound; and (iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

(3) The Owner has, as of the date of execution, recordation and delivery of this Agreement, good and marketable title to the real estate legally described in **Exhibit A** free and clear of any lien or encumbrance, except those created by any loan documents relating to the Project, those which are created pursuant to this Agreement and those which are otherwise permitted encumbrances.

(4) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the

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Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement), or would materially adversely affect its financial condition.

(5) The Project constitutes or will constitute a Qualified Low Income Housing Project, as defined in Section 42, within and throughout the time period required under this Agreement and Section 42.

(6) Each Unit in the Project contains, or will contain, complete facilities for living, sleeping, eating, cooking and sanitation, which are to be used on other than a transient basis as provided in Section 42(i)(3) of the Code (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless).

(7) During the term of this Agreement, all Low Income Units shall be leased and rented or made available to members of the general public who qualify as Qualifying Tenants (or otherwise qualify for occupancy of the Low Income Units).

(8) Upon completion of the rehabilitation or construction of the Project, and during the remainder of the term of this Agreement, the Owner represents, warrants and agrees that each Low Income Unit will be and will remain suitable for occupancy taking into account local, health, safety and building codes.

(9) Upon completion of the rehabilitation or construction of the Project, the Owner will not demolish any part of the Project, or substantially subtract from any real or personal property of the Project or permit the use of any residential rental Unit for any purpose other than rental housing during the term of this Agreement, unless required by law.

(10) The Owner represents, warrants and agrees that if the Project, or any part of it, is damaged or destroyed or is condemned or acquired for public use, the Owner will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.

(11) The Owner represents and warrants that it has not and will not execute any other agreements with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(12) The Owner agrees, warrants, and covenants to comply with all applicable laws, ordinances, statutes, codes, orders, rules, regulations and decrees of any governmental authority, including, without limitation, the following: Section 42, Regulations and rulings pursuant to Section 42 and the Code generally, the Act and Rules promulgated under the Act, as amended from time to time; the Civil Rights Act of 1964 (42 U.S.C. 2000(d)); Executive Order 11063, as amended by Executive Order 12259; Executive Order 11246; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Equal Credit Opportunity Act (15 U.S.C. 1691 et seq.); Fair Credit Reporting Act (15 U.S.C. 1681 et seq.); Fair Housing Act, as amended (42 U.S.C. 3601 et

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seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.); Section 3 of the Housing and Urban Development Act of 1968; Executive Orders 11625, 12432 and 12138, as amended; the Copeland "Anti-Kickback" Act (18 U.S.C. 874 et seq.); the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4201 et seq.); the Housing and Community Development Act of 1974; the National Environmental Policy Act (42 U.S.C. 4321 et seq.); ("NEPA"); the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4822 et seq.); and such governmental requirements as may be from time to time amended or superseded and all of their implementing regulations, as may be amended.

## C. **Occupancy Restrictions.**

(1) At least the percentage of Units and percentage of floor space in the Project (and in each building in the Project, as applicable) needed to support the Minimum Applicable Fraction, as set forth above in the Project Summary, shall be both Rent-Restricted and occupied (or treated as occupied as provided herein) by Qualifying Tenants, as determined in accordance with Section 42 and the Regulations. The Owner shall make the determination of whether an individual or family is a Qualifying Tenant at least annually on the basis of the current income of such Qualifying Tenant(s). Any Unit occupied by an individual or family who is a Qualifying Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Qualifying Tenant, provided that should such Qualifying Tenant's income subsequently exceed one hundred forty percent (140%) of the applicable income limit, such tenant shall no longer be a Qualifying Tenant if, after such determination of income, but prior to the next determination, any residential Unit of comparable or smaller size in the building is rented to a tenant who is not a Qualifying Tenant. If a tenant ceases to be a Qualifying Tenant, the Owner shall take such steps as may be necessary to ensure that the Project meets the Minimum Applicable Fraction. A Low Income Unit that has been vacated will continue to be treated as a Low Income Unit, provided that reasonable attempts are made to rent the Unit. In no case will a Unit be treated as a Low Income Unit if all the tenants of the Unit are students (as determined under Section 152(f)(2) of the Code), no one of whom is entitled to file a joint income tax return; provided, however, that such rule shall not apply to the types of students identified at Section 42(i)(3)(D) of the Code.

(2) The Owner shall require each individual or family that is intended to be a Qualifying Tenant (i) to sign and deliver an income certification form prior to occupancy of a Low Income Unit in the Project; (ii) to sign and deliver such income certification form at least annually so long as such individual or family remains a tenant in the Project; and (iii) to provide appropriate documentation to support each such certification in accordance with the Regulations and in accordance with the requirements of the Authority, as such may be modified from time to time. The Owner shall be responsible for assuring that each tenant's income certifications and documentation satisfy the Regulations and the requirements of the Authority. The Owner shall retain the income certification forms and supporting documentation for all Qualifying Tenants for a period of five years, or such other period as may be specified in Section 42 and/or the Regulations.

(3) The amount of Tax Credit Authority allocated or assigned to the Project is based upon the requirement that the Applicable Fraction for buildings in the Project will be at

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least the Minimum Applicable Fraction set forth above in the Project Summary, and as specified, building-by-building. The Owner's failure to ensure that each building in the Project complies with such requirement will cause the Authority (i) to report such fact to the Service, which may result in the reduction and recapture by the Service of Tax Credits; and (ii) to take other appropriate enforcement action.

(4) The Owner covenants that, throughout the Extended Use Period, the Owner will not evict or terminate the tenancy, other than for good cause, of the tenant of any Low Income Unit, and that each such Low Income Unit shall remain Rent Restricted in accordance with the requirements of Section C(1).

(5) At least one Hundred forty-five (145) of the Units in the Project must be Rent Restricted and occupied by Qualifying Tenants at or below sixty percent (60%) of Area Median Gross Income.

## **D. Term of Restrictions.**

(1) **Term.** This Agreement shall become effective with respect to a building in the Project on the first day of the Compliance Period for such building and shall terminate on the last day of the Extended Use Period, unless this Agreement is earlier terminated pursuant to Sections D(2), D(3) or D(4) below, subject to Section (D)(5) (the "Term").

(2) **Involuntary Non-Compliance.** This Agreement and the Occupancy Restrictions shall cease to apply with respect to a building (or portion thereof) in the event and to the extent of involuntary noncompliance caused by unforeseen events such as fire or other casualty loss, seizure, requisition, condemnation or a change in federal law or an action of a federal agency after the date of final allocation of Tax Credit Authority to the Project that prevents the Authority from enforcing the requirements of this Agreement; provided that if insurance proceeds, condemnation awards or other amounts received as a result of any such loss, destruction or other event are used to restore the building, the Occupancy Restrictions shall continue to apply.

(3) **Foreclosure.** This Agreement and the Occupancy Restrictions shall cease to apply in the event of a foreclosure, transfer of title by deed in lieu of foreclosure or similar event, unless (i) at any time subsequent to such event, and during the Term hereof, the Owner or a related person (as defined in the Code) obtains an ownership interest in the Project for federal tax purposes; or (ii) the Service determines that such foreclosure, transfer of title by deed-in-lieu of foreclosure or similar event has occurred pursuant to an arrangement between the Owner and any lender(s) or any other party, a purpose of which is to terminate the Occupancy Restrictions.

(4) **Qualified Contract.** This Agreement and the Occupancy Restrictions shall cease to apply if, following the end of the Compliance Period, the Owner has properly requested the Authority's assistance in procuring a "Qualified Contract", as defined in the Code, for the acquisition of a building, and the Authority is unable to present a Qualified Contract. To properly request the Authority's assistance in procuring a Qualified Contract for the acquisition of a building, the Owner must submit a written request to the Authority no earlier than one year prior to the expiration of the Compliance Period, or in any year during the Extended Use Period,



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if applicable, accompanied by such information and supporting documentation as the Authority may require under procedures, accompanied by such information and supporting documentation as the Authority may require under procedures in effect at the time of submission. The Authority will have one year from the date of receipt of the Owner's written request to find a buyer to acquire the Owner's interest in the building. The Authority will attempt to procure a Qualified Contract for the acquisition of any building only once during the Extended Use Period. The Owner agrees that if the Authority obtains a Qualified Contract for the acquisition of a building, the Owner will sell the building in accordance with such Qualified Contract. This section does not apply to Projects with an Extended Use Period of 30 or more years.

(5) **Occupancy Restrictions.** If this Agreement is terminated prior to the end of the Extended Use Period pursuant to subsections (3) or (4) above, during the three-year period following such termination the Owner shall not (i) evict or terminate the tenancy, other than for good cause, of the tenant of any Low Income Unit, which tenant was in occupancy at the date of such termination; or (ii) increase the rent charged to such tenant of any such Low Income Unit, except as permitted with respect to Units that are Rent Restricted accordance with the requirements of Section C(1).

## **E. Records and Enforcement.**

(1) During normal business hours and upon reasonable notice, the Owner shall permit any duly authorized representative of the Authority to inspect all books and records of the Owner with respect to the Project's compliance with the Occupancy Restrictions and the requirements of Section 42.

(2) The Owner and the Authority each acknowledges that the primary purpose for requiring that the Owner comply with the Occupancy Restrictions is to assure that the Owner and the Project are in compliance with Section 42 and the Regulations, AND FOR THAT REASON THE OWNER, IN CONSIDERATION FOR RECEIVING TAX CREDIT AUTHORITY FOR THE PROJECT, AGREES AND CONSENTS THAT THE AUTHORITY AND ANY QUALIFYING TENANT (WHETHER PROSPECTIVE, PRESENT OR FORMER), SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN A STATE COURT OF COMPETENT JURISDICTION. The Owner further specifically acknowledges that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(3) The Owner agrees that the representations and covenants set forth in this Agreement may be relied upon by the Authority and all persons interested in the compliance of the Project with the provisions of Section 42 and the Regulations. The Owner further agrees that all such representations and covenants represent ongoing and continuing requirements, and that the Owner will give notice to the Authority, in accordance with Section N hereof, in the event of any change in the facts or circumstances upon which any such representations and covenants are based.

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(4) The Owner acknowledges that the Authority is required, pursuant to Section 42(m)(1)(B)(iii) of the Code, (i) to monitor the Owner's and the Project's compliance with the requirements of Section 42; and (ii) to notify the Service of any noncompliance which is found. The Owner agrees that it will take any and all actions reasonably necessary and required by the Authority (i) to substantiate the Owner's compliance with the Occupancy Restrictions and the requirements of Section 42; and (ii) to allow the Authority to monitor such compliance.

(5) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42, the Act or this Agreement. Any violation of Section 42, the Act or this Agreement may constitute or warrant the filing of IRS Form 8823 with the Service. Moreover, the Owner covenants to take any lawful action (including amendment of this Agreement) as may be necessary, in the opinion of the Authority, to comply fully with the Code and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury, the Service, or the United States Department of Housing and Urban Development, from time to time, pertaining to the Owner's obligations under Section 42 and affecting the Project.

(6) The Owner agrees that the Authority may, at any time during the construction, rehabilitation or operation of the Project, enter and inspect the Project to evaluate its physical and financial condition, construction, rehabilitation, operation, management and maintenance.

(7) The Owner agrees that the Authority may at any time order it and/or its managing agent or Project manager to do whatever is necessary to comply with or refrain from violating an applicable law, ordinance, Authority rule, or term of an agreement regarding the Project, and that the Authority may file and prosecute a complaint against a managing agent, Project manager, or the Owner for a violation of any applicable law or ordinance.

(8) Upon a determination by the Authority that the Owner has failed to comply with the Occupancy Restrictions or to maintain the Project in good and habitable condition and suitable for occupancy as hereinabove required, the Owner agrees to correct any cited noncompliance or to supply any missing certifications within 90 days of receipt of notice of noncompliance from the Authority; provided that the Authority, in its sole discretion, (i) may extend the correction period for up to six months if it determines that good cause exists for granting such extension; and (ii) may provide such other period for correction, whether shorter or longer, as is (a) permissible under the law; and (b) appropriate, in the Authority's determination, to the circumstances.

(9) The Owner agrees to indemnify and hold harmless the Authority, its members, officers, agents and employees from and against all liabilities, losses, claims, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Authority as a result of any inaccuracy in any of the representations and warranties contained in this Agreement, or as a result of any action by the Owner, including claims by third parties.

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(10) The Owner agrees that should any claims, demands, suits or other legal proceedings be made or instituted by any person against the Authority which arise out of any of the matters relating to this Agreement, the Owner will cooperate fully with the Authority in the defense or other disposition thereof.

(11) In order to compensate the Authority for its responsibilities pursuant to Section 42(m)(1)(B)(iii) of the Code, the Owner agrees to pay to the Authority an annual compliance monitoring fee in an amount which shall be determined by the Authority from time to time. Such fee must be paid and sent to the Authority lock box at the time that compliance monitoring information is supplied to the Authority, unless the Authority shall direct an alternative means or time for payment.

## **F. Transfer Restrictions.**

The Owner agrees to notify the Authority in writing prior to any sale, transfer or exchange of the entire Project, or of any low income portion of the Project, and to provide to the Authority with the name(s), address(es) and any other information requested by the Authority of any prospective successor owner and operator of the Project or building. The Owner agrees that (i) it will not dispose of any portion of a building in the Project unless the individual or entity that acquires such portion also acquires the entire building in which such portion is located and (ii) the transferee of the Project shall assume in writing, in a form of Assumption Agreement acceptable to the Authority, this Agreement and all duties and obligations of the Owner under this Agreement, Section 42 and the Regulations. The Owner shall have such Assumption Agreement recorded in the Office of the Recorder of Deeds in the county in which the Project is located and deliver a copy of such recorded Assumption Agreement, certified by the Recorder of Deeds, to the Authority prior to the Transfer. The Owner agrees that the Authority may void any sale, transfer or exchange of the Project if the buyer or successor or other person fails to assume in writing the requirements of this Agreement, Section 42 and the Regulations. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Project or any building in the Project. Notwithstanding the requirement of an Assumption Agreement, and regardless of whether any such Assumption Agreement shall be executed, the requirements of this Agreement are, and shall only be interpreted to be, covenants running with the Project, encumbering the Project for the term of this Agreement, and binding upon the Owner's successors in title and all subsequent owners and operators of the Project.

## **G. Tenant Selection.**

The Owner shall not, in the selection of Qualifying Tenants, in the provision of services or in any other matter relating to the construction, rehabilitation or operation of the Project, discriminate against any person on the basis of race, creed, religion, color, sex, sexual orientation, age, handicap, marital status, family status, national origin or unfavorable military discharge, or because the tenant is receiving governmental assistance, which includes, but is not limited to, vouchers or certificates of eligibility under Section 8 of the United States Housing Act of 1937.

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## **H. Covenants Run With the Land; Successors Bound.**

(1) Upon execution and delivery of this Agreement, the Owner shall cause this Agreement and all amendments hereto to be recorded and filed in the Office of the Recorder of Deeds of the county in which the Project is located, and shall pay all fees and charges incurred in connection therewith. All liens on the real property upon which the Project is located must be subordinate to this Agreement, and the Owner shall obtain the written consent of any existing superior lienholder of record on the Project to this Agreement and the requirements hereof. The Owner shall ensure that this Agreement is recorded prior to any and all loan documents used in connection with the financing for the Project. Upon recording, the Owner shall immediately transmit to the Authority an executed original of the recorded Agreement showing the date and recording number of record. The Owner agrees that the Authority shall not be required to issue IRS Form(s) 8609 for the building(s) constituting the Project, unless and until the Authority has received the properly recorded, executed original of this Agreement.

(2) The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Project during the term of this Agreement, that this Agreement and the covenants and restrictions set forth herein regulating and restricting the use, occupancy and transfer of the Project (i) shall be and are covenants running with the Project, encumbering the Project for the term of this Agreement, and binding upon the Owner's successors in title and all subsequent owners and operators of the Project; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owner (and the benefits shall inure to the Authority and any past, present or prospective Qualifying Tenant) and its respective successors and assigns during the term of this Agreement. For the longer of (i) the period during which the Tax Credits are claimed; and (ii) the Term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project, or portion of it, shall expressly provide that such conveyance is subject to this Agreement; provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Project, or portion of it, provides that such conveyance is subject to this Agreement.

## **I. Notification of Noncompliance.**

The Owner agrees to notify the Authority or its designee if there is a determination by the Service that the Project is not a "Qualified Low Income Housing Project." Notification to the Authority shall be made within ten business days of receipt of any such determination.

## **J. No Conflicting Agreements.**

The Owner warrants that it is not bound by and will not execute any other agreement with provisions that bind it to violate the provisions of this Agreement.

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## **K. Interpretation.**

Any terms not defined in this Agreement shall have the same meaning as terms defined in Section 42 and the Regulations. In the event of any conflict between this Agreement and Section 42 and/or the Regulations, Section 42 and/or the Regulations shall control. The Authority's interpretation of this Agreement shall be controlling for purposes of determining whether (i) the Compliance Period or the Extended Use Period shall have commenced, (ii) this Agreement shall have been terminated in accordance with Section D hereof, and (iii) the Occupancy and Other Restrictions set forth in Section C hereof, if any, shall have been complied with.

## **L. Amendment.**

This Agreement may only be amended with the prior written approval of the Authority to reflect changes in the Act, Section 42 and/or the Regulations and any revenue ruling promulgated thereunder, and any such amendment shall be recorded in the Office of the Recorder of Deeds in the county in which the Project is located. The Owner expressly agrees to enter into all amendments to this Agreement that, in the opinion of counsel to the Authority, are reasonably necessary or desirable for maintaining the compliance of the Project under Section 42 and the Regulations.

## **M. Severability.**

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

## **N. Notices.**

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) registered or certified United States mail, postage prepaid, return receipt requested; or (c) overnight courier.

Authority: Illinois Housing Development Authority  
401 North Michigan Avenue, Suite 700  
Chicago, Illinois 60611  
Attn: Legal Department

And

Illinois Housing Development Authority  
401 North Michigan Avenue, Suite 700  
Chicago, Illinois 60611  
Attn: Asset Management Department

# UNOFFICIAL COPY

Owner: Damen Court Preservation, L.P.  
325 North Wells, 8<sup>th</sup> Floor  
Chicago, Illinois 60654

ATTN: Hipolito Roldan  
proldan@hhdevcorp.com – email  
312-602-6500 – phone  
312-602-6530 – fax

With a copy to:  
Laura E. Tilly  
Miner, Barnhill & Galland, P.C.  
14 W. Erie Street  
Chicago, IL 60654  
ltilly@lawmbg.com – email  
312-751-1170 – phone  
312-751-9490 - fax

Such addresses may be changed by notice to the other parties given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective upon proper deposit with the United States Postal Service. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective upon deposit with the overnight courier.

**O. Governing Law.**

This agreement shall be governed by the internal laws of the State of Illinois and, where applicable, the laws of the United States of America.

**P. Project Decertification.**

Notwithstanding anything in this Agreement to the contrary, if the Owner fails to comply fully with Section 42, the covenants and agreements contained herein and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury, the Service or the Authority, from time to time, pertaining to the obligations of the Owner, the Authority may, in addition to all of the remedies described above or provided by law or in equity, request the Service to decertify the Project for Tax Credits and to immediately commence recapture of the Tax Credits previously allocated to the Project. In such circumstances, if it shall be permissible under Section 42, the Authority may treat the Tax Credit Authority associated with the Project as “returned credit” under Section 42 and the Regulations.

# UNOFFICIAL COPY

**Q. Survival of Obligations.**

The obligations of the Owner as set forth herein and in the Application shall survive the allocation of the Tax Credits, and shall not be deemed to terminate or merge with the awarding of such allocation.

**R. Counterparts.**

This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement but all such counterparts shall constitute one and the same instrument.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of the day and year set forth above.

**AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: Audra Hamernik

Printed Name: **Audra Hamernik**

Its: **Executive Director**



**OWNER:**

**DAMEN COURT PRESERVATION, I.P.**,  
an Illinois limited partnership

By: Damen Court Preservation NFP, an Illinois  
not-for-profit corporation

Its: General Partner

By: \_\_\_\_\_

Name: Hipolito Roldan

Its: President

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of the day and year set forth above.

**AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

**OWNER:**

**DAMEN COURT PRESERVATION, L.P.,**  
an Illinois limited partnership

By: Damen Court Preservation NFP, an Illinois  
not-for-profit corporation

Its: General Partner

By:  \_\_\_\_\_  
Name: Hipolito Roldan  
Its: President

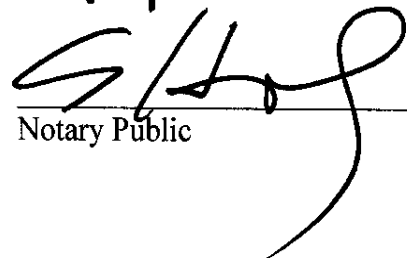
Property of Cook County Clerk's Office

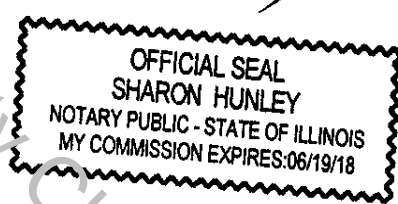
# UNOFFICIAL COPY

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that **Audra Hamerlik**, personally known to me to be the **Executive Director** of **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as the **Executive Director** of **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** as his/her free and voluntary act and deed and as the free and voluntary act and deed of **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, for the uses and purposes therein set forth.

Given under my hand and official seal this 21<sup>st</sup> day of April, 2016.

  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office

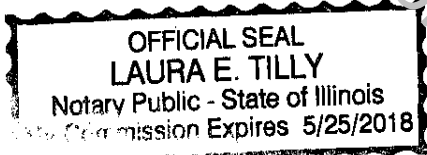
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, Laura E. Tilly, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hipolito Roldan, personally known to me to be the President of Damen Court Preservation, NFP, an Illinois not-for-profit corporation, the General Partner of Damen Court Preservation, L.P., an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President of Damen Court Preservation, NFP he signed and delivered the said instrument pursuant to authority given by said limited partnership as his free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 22<sup>nd</sup> day of April, 2016.

[Signature]  
Notary Public



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL 1:

LOT 3 (EXCEPT THE NORTH 37 FEET THEREOF) THE NORTH 1/2 OF LOT 9 AND ALL OF LOTS 4, 5, 6, 7, 10, AND 11 IN BLOCK 3 IN OWSLEY'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1 IN WILSON'S SUBDIVISION SOUTH OF AND ADJOINING THERETO, IN COOK COUNTY, ILLINOIS,

ALSO

LOTS 1 TO 12, INCLUSIVE, IN THE RESUBDIVISION OF LOTS 1, 2, 12, 13, 14, AND THE NORTH 37 FEET OF LOT 3 IN BLOCK 3 IN OWSLEY'S SUBDIVISION AFORESAID;

ALSO

ALL OF THE NORTH-SOUTH AND EAST-WEST VACATED ALLEYS FURTHER DESCRIBED AS ALL OF THE ALLEYS IN THE BLOCK BOUNDED BY WEST ADAMS STREET, WEST JACKSON BOULEVARD, SOUTH SEELEY AVENUE AND SOUTH DAMEN AVENUE VACATED BY ORDINANCE PASSED APRIL 23, 1941 AND RECORDED APRIL 25, 1941 AS DOCUMENT NO. 12667268;

ALSO

LOTS 1 TO 9, INCLUSIVE, (BEING ALL THE LOTS) AND ALLEY FOR THE USE OF OWNERS OF LOTS IN THIS SUBDIVISION ONLY (WHICH ALLEY WAS VACATED BY THE INSTRUMENT RECORDED APRIL 11, 1924 AS DOCUMENT NO. 8359301), IN WILLIAM LAWRENCE'S SUBDIVISION, BEING A SUBDIVISION OF LOT 46 OF E. SMITH'S SUBDIVISION, AND LOT 8 AND THE SOUTH 1/2 OF LOT 9 IN BLOCK 3 IN OWSLEY'S SUBDIVISION AND THE 3 FEET, MORE OR LESS, LYING BETWEEN SAID LOTS 8 AND 46, ALL IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18 AFORESAID;

ALSO

LOT 45 (EXCEPT THAT PART, IF ANY, TAKEN FOR JACKSON BOULEVARD) IN ELIJAH SMITH'S SUBDIVISION OF A 5 ACRES TRACT IN THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18 AFORESAID.

# UNOFFICIAL COPY

PARCEL 2:

THE SOUTH 1/2 OF LOT 2 AND ALL OF LOTS 3 TO 17, INCLUSIVE, (EXCEPT THAT PART OF LOTS 10 AND 11 TAKEN FOR STREET BY DEED RECORDED MAY 10, 1898 AS DOCUMENT NO. 2684289), IN BLOCK 4 IN OWSLEY'S SUBDIVISION AFORESAID.

PARCEL 3:

LOTS 1 TO 8 INCLUSIVE, IN J. L. SPROGLE'S SUBDIVISION OF LOT 1 AND THE NORTH 1/2 OF LOT 2 IN BLOCK 4 OF OWSLEY'S SUBDIVISION AFORESAID.

PARCEL 4:

ALL OF THE EAST-WEST 12 FOOT ALLEYS (2) AND THE NORTH-SOUTH 13 FOOT ALLEY AS LAID OUT IN BLOCK 4 IN OWSLEY'S SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL OF SEELEY AVENUE LYING BETWEEN BLOCKS 3 AND 4 IN OWSLEY'S SUBDIVISION AFORESAID AND LYING BETWEEN THE NORTH AND SOUTH LINES OF SAID BLOCKS EXTENDED (EXCEPTING THEREFROM THAT PART OF SAID SEELEY AVENUE LYING BETWEEN THE WEST 9 FEET THEREOF AND THE EAST 18 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 6

EASEMENTS CREATED BY GRANT FROM THE CITY OF CHICAGO TO DAMEN COURT ASSOCIATES DATED NOVEMBER 18, 1979 AND RECORDED AS DOCUMENT NO. 25263133, FOR THE USE OF THE GRANTEE FOR PARKING AND PLAY AREAS IN CONJUNCTION WITH THE REDEVELOPMENT OF LOW AND MODERATE INCOME HOUSING ON ABUTTING PARCELS (PARCELS 1, 2, 3 AND 4), OVER THAT PART OF SEELEY AVENUE LYING BETWEEN DAMEN AND HOYNE AVENUE, ADAMS STREET AND JACKSON BOULEVARD (EXCEPTING THEREFROM THE WEST 9 FEET AND THE EAST 18 FEET OF SEELEY AVENUE) BEING MORE PARTICULARLY DESCRIBED AS ALL OF SEELEY AVENUE LYING BETWEEN BLOCKS 3 AND 4 IN OWSLEY'S SUBDIVISION AFORESAID AND LYING BETWEEN THE NORTH AND SOUTH LINES OF SAID BLOCKS EXTENDED (EXCEPTING THEREFROM THE WEST 9 FEET AND THE EAST 18 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

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Address: 2040 W. Jackson Blvd.  
Chicago, IL 60612

PINs: 17-18-118-001-0000  
17-18-118-002-0000  
17-18-118-003-0000  
17-18-118-004-0000  
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17-18-119-013-0000

PROPERLY FILED  
Cook County Clerk's Office

# UNOFFICIAL COPY

This RIDER TO LOW INCOME HOUSING TAX CREDIT EXTENDED USE AGREEMENT is made as of April 1, 2016, by Damen Court Preservation, L.P., an Illinois limited partnership ("Borrower") and Illinois Housing Development Authority, a corporate and body politic of the State of Illinois ("Agency").

WHEREAS, Borrower has obtained financing from PNC Bank, N.A. ("Lender") for the benefit of the project known as Damen Court Apartments ("Project"), which loan is secured by a Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement ("Security Instrument") dated as of April 1, 2016, and recorded in the Recorder's Office of Cook County, Illinois ("Records") on April 27, 2016 and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, the Borrower has received an allocation of 4% Low Income Housing Tax Credits through the Agency, which Agency is requiring certain restrictions be recorded against the Project; and

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.**

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means PNC Bank, N.A., its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

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“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, ~~{use for tax credit transactions only}~~ except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), to the extent applicable, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) ~~{Use for tax credit transactions only}~~ In accordance with 26 U.S.C. 42(h)(6)(E)(i)(1), in] In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, ~~{use for tax credit transactions only}~~ with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(i) above, to the extent applicable, or as otherwise approved by HUD.]

(e) Borrower and the Agency acknowledge that Borrower’s failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for the Agency’s reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity. ~~{or~~
- iv. ~~[A HUD-approved collateral assignment of any HAP contract.]~~

(g) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD’s prior written consent.



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(h) Subject to the HUD Regulatory Agreement, the Agency may require the Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

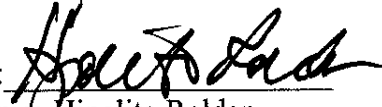
(i) ~~*[Use only with Low Income Housing Tax Credits:*~~ Notwithstanding anything to the contrary contained herein, it is not the intent of any of the parties hereto to cause a recapture of the Low Income Housing Tax Credits or any portion thereof related to any potential conflicts between the HUD Requirements and the Restrictive Covenants. Borrower represents and warrants that to the best of Borrower's knowledge the HUD Requirements impose no requirements which may be inconsistent with full compliance with the Restrictive Covenants. The acknowledged purpose of the HUD Requirements is to articulate requirements imposed by HUD, consistent with its governing statutes, and the acknowledged purpose of the Restrictive Covenants is to articulate requirements imposed by Section 42 of the Code. In the event an apparent conflict between the HUD Requirements and the Restrictive Covenant arises, the parties and HUD will work in good faith to determine which federally imposed requirement is controlling. It is the primary responsibility of the Borrower, with advice of counsel, to determine that it will be able to comply with the HUD Requirements and its obligations under the Restrictive Covenants. ~~*[Use only with tax-exempt bonds: No action shall be taken in accordance with the rights granted herein to preserve the tax exemption of the interest on the notes or bonds, or prohibiting the owner from taking any action that might jeopardize the tax exemption, except in strict accord with Program Obligations.]*~~

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BORROWER:

DAMEN COURT PRESERVATION, L.P.

By: Damen Court Preservation, NFP, its general partner

By: 

Name: Hipolito Roldan

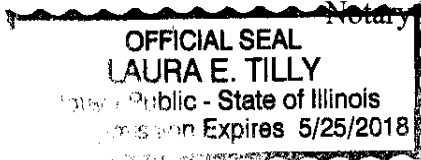
Title: President

STATE OF ILLINOIS  
COUNTY OF COOK

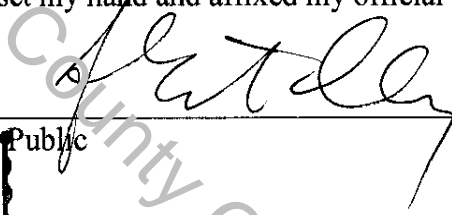
I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this April 22, 2016, Hipolito Roldan, President of the General Partner of Damen Court Preservation, L.P., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of Damen Court Preservation, L.P., for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[seal]



Notary Public

  
Cook County Clerk's Office

# UNOFFICIAL COPY

AGENCY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: Audra Hamernik  
Name: **Audra Hamernik**  
Title: **Executive Director**



STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this April 26, 2016, **Audra Hamernik**, the

**Executive Director** of the Illinois Housing Development Authority, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of the Illinois Housing Development Authority for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Margaret A. Vizzini

[seal]

